"It is well settled that the relation between the depositor of a check and the bank which receives it for collection is that of principal and agent (2 Michie on Banks and Banking, 1502; Montgomery Bank *v.* Albany City Bank, 7 N. Y. 459; Dodge *v.* Freedman's Savings & Trust Co., 93 U. S. 379, 23 L. Ed. 920), and that the bank is agent for the holder or payee only, and not for the drawer or maker (2 Bolles on Modern Law of Banking, 511; Ward *v.* Smith, 7 Wall. 447, 19 L. Ed. 207; Bank of Washington *v.* Triplett, supra). This conclusion is in accord with the general law of agency, that the agent is liable only to his principal for any acts or neglects in relation to the subject-matter of the agency. He may, of course, become liable to others for his torts, as for slander, libel, or injuries to person or property, or to the commonwealth for his crimes, and cannot shield himself behind his agency. Here, however, no such cause of action is averred, but only carelessness and negligence in sending the check to the wrong bank, and in returning it with a slip upon it marked "Not sufficient funds," and for those neglects plaintiff cannot be heard to complain.

"As a result of our independent examination we have found two cases directly in point, both antagonistic to plaintiff. In McCullock *v.* Commercial Bank, 16 La. 566, it appeared that a note had been deposited for collection; the collecting bank protested it and gave notice to the second indorser, but negligently failed to notify the first indorser. The second indorser paid the note, and sued the bank for its neglect. It was held that there was no privity between him and the bank, which was responsible to the holder only, and plaintiff was not permitted to recover. Our own case of Morris *v.* First Nat. Bank of Allegheny, 201 Pa. 160, 50 Atl. 1000, decides the same thing."

Carriers—Liability for Assault on Passenger by News Agent.—In Blankenbaker *v.* Chicago, M. & St. P. Ry. Co., 168 S. W. 744, the Supreme Court of South Dakota held that a carrier allowing a news agent on its train under contract with another, was liable for his assault on a passenger in the course of and within the scope of his business.

The court said: "The question involved in this case is not one of negligence, but is a question of the liability of a principal for the wrongful tort actions of the agent done within the scope of the agent's authority. The allegation of negligence in the complaint in this action was unnecessary, a complete cause of action having been alleged without reference thereto. In Dwinelle *v.* New York C. & H. Ry. Co., 120 N. Y. 117, 24 N. E. 319, 8 L. R. A. 224, 17 Am. St. Rep. 611, it was held that the porter of a sleeping car which formed a part of the train of a railway company under contract with the

owner, who sold separate tickets for privileges upon such cars, and who furnished his own servant to collect tickets and assist passengers, was a servant of the railway company, for whose wrongful tort actions, such as assault, the railway was responsible under its contract to transport passengers, notwithstanding any agreement which may have been made upon the subject between the company and the owner of the car. To the same effect are Williams *v.* Pullman Car Co., 40 La. Ann. 417, 4 South. 85, 8 Am. St. Rep. 538; Penn. Co. *v.* Roy, 102 U. S. 451, 26 L. Ed. 141; Louisville Ry. Co. *v.* Church, 155 Ala. 329, 46 South. 457, 130 Am. St. Rep. 29, and note; Gannon *v.* Chicago Ry. Co., 141 Iowa, 37, 117 N. W. 966; Thorpe *v.* N. Y. Cent. Ry. Co., 76 N. Y. 402, 32 Am. Rep. 325; Cleveland Ry. Co. *v.* Walrath, 38 Ohio St. 461, 43 Am. Rep. 433. * * * The same logic, the same reasoning, that holds a railway company responsible for the wrongful acts of a sleeping car porter, and makes such porter an agent and employee of the railway company, applies to a news agent selling merchandise for the accommodation of the passengers upon a railway train. The matters and things the news agent is authorized to do within the scope of his employment are a part and portion of the train service furnished the passenger by the railway company.

"In Cleaney *v.* Parker, 167 Ala. 134, 51 South. 951, 140 Am. St. Rep. 21, it is held that a news agent on a train is acting within the general scope and line of his employment, when he compels a passenger to pay the second time for a lemon purchased, using threats and an attempt to retake the lemon to compel such payment, so as to render his principal or master liable for the wrongful tortious assault, although the news agent may have exceeded his authority and violated the instructions of his principal. In this case the news agent was acting within the scope of his employment when he assaulted respondent. Under the authorities hereinbefore cited, the appellant, in the case presented, was the principal or master of the news agent in question so far as concerned the respondent as a passenger upon appellant's train."

Illegal Contracts—Contract to Secure Divorce or to Defeat Suit for Divorce.—In Hare *v.* McCue, 174 Pac. 663, the Supreme Court of California held that a contract having for its object the securing of a divorce is void, as is also a contract whereby one agrees to procure testimony which will successfully defeat a suit for divorce.

The court said: "We must accept as clearly established that the law is extremely solicitous about the maintenance of the marriage relation, and will not tolerate or sanction any contract which by its terms or obvious tendency has for its object the securing of a divorce. The further proposition, extending, however, not particularly